



VG-327-2020-5558

Matagorda
County
Stephanie Wurtz
Matagorda County
Clerk

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 5558
Receipt Number: 20200922000067
Recorded Date/Time: September 22, 2020 02:14 PM
User: Christa F
Station: Christa Fuselier
Number of Pages: 14

Record and Return To:

GRUENERT LAW GROUP
PO BOX 1279
MANVEL TX 77578-1279



STATE OF TEXAS
COUNTY OF MATAGORDA

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Matagorda County, Texas.

Stephanie Wurtz
Matagorda County Clerk
Matagorda County, TX

Stephanie Wurtz

**SWORN AFFIDAVIT CLAIMING
OIL AND GAS LIEN**

STATE OF LOUISIANA §
 §
PARISH OF IBERIA §

BEFORE ME, the undersigned Notary Public, personally came and appeared Brooke Doucet, Collections Manager, Aggreko, LLC, 4610 W Admiral Doyle Drive, New Iberia, LA 70560, who appeared for the purpose of making this Affidavit to claim a oil and gas lien pursuant to the provisions of 56.023 of the Texas Property Code and who, after being by me first duly sworn, did attest and state that:

1. She is the Collections Manager of Aggreko, LLC, and is duly authorized to make this Affidavit.
2. The matters set forth in this Affidavit are true and correct and are within her personal knowledge.
3. Aggreko, LLC has delivered material and performed labor at the property described as:

Drilling Platform 10140 located on OCS Lease No. G02721; Block A 595; Field HI573A; Outer Continental Shelf Offshore, Texas (the "Property")

4. True and correct copies of Aggreko, LLC's invoices, setting forth the description and charges for the equipment and labor provided to the Property, are attached hereto as Exhibit "A."
5. The Owner/Lessor of the Property and its last known address is:

United States Bureau of Ocean Energy Management
Gulf of Mexico OCS Region &
Atlantic OCS Region
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

6. The Lessee/Operator of the Property and its last known address is:

Fieldwood Energy, LLC
2000 W Sam Houston Parkway
Suite 1200
Houston, TX 77042-1246

7. The amount of Aggreko LLC's claim, after allowing the Lessee/Operator all just credits and offsets, is Fifteen Thousand One Hundred Fifty-Seven and 26/100 Dollars (\$15,157.26), plus interest and reasonable and necessary attorneys' fees.
8. The kind of work done by Aggreko, LLC was the provision of equipment, including generators and control apparatus, and related labor and materials to the Property commencing on or about April 25, 2020, and ending on or about August 3, 2020. The name and last known address of the person by whom Aggreko, LLC was employed:

Tim Smith
Fieldwood Energy, LLC
2000 W Sam Houston Parkway
Suite 1200
Houston, TX 77042-1246
9. Notice of this claim was sent to the owner by Federal Express on September 21, 2020.
10. Aggreko, LLC's name, mailing address and physical address are set forth in the first paragraph above.
11. The Affidavit is filed in Matagorda County, Texas, pursuant to the Provisions of the Texas Property Code, Chapter 56, and with the United States Bureau of Ocean Energy Management pursuant to the provisions of the Outer Continental Shelf Lands Act.

[Signature Page to Follow]

AFTER RECORDING
PLEASE RETURN TO:

Thomas Gruenert
Gruenert Law Group
13802 Cove Landing Lane
Rosharon, Texas 77583

FURTHER AFFIANT SAYETH NOT.

Brooke Doucet

Brooke Doucet

Collections Manager, Aggreko, LLC

STATE OF LOUISIANA

§

§

PARISH OF IBERIA

§

On this 17th day of September, 2020, before me personally appeared Brooke Doucet, known to me to be the person described herein and who executed the foregoing instrument, and acknowledged she executed it as her free act and deed.

Lynndall M. Dugas

(Signature of Notarial Officer)

Lynndall M. Dugas

(Title and Rank)

Notary ID Number: 011551

Attorney Bar Roll Number: _____



EXHIBIT “A”

**INVOICE**

Page 1(1)

Customer No. US00008852

Customer PO No. 15679

Invoice No. 13552228

Agreement No. A615633

Contact Name Tim Smith

Date 05/27/20

Invoice To

Fieldwood Energy LLC
 EDI: Coupa
 2000 W Sam Houston Pkwy S Suite 1200
 Houston
 TX 77042-3623

Deliver To

Fieldwood Energy LLC
 OFFSHORE: High Island 595D
 Broussard Bro - ICY
 New Iberia

Customer Tax ID#

Payment Terms

Net 60

Currency

US Dollars

Service Center

New Iberia

Salesperson

Kyle Theriot

Due Date

07/26/20

Line / Ref	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total

Offshore Location: HI-A595D								
Routing ID: 573031								
Lease #: 2721								
Recipient Name: Jared Bergeron								





001 / 006	XBGH014	Diesel Generator 300kW	04/25/20 - 05/22/20	1.00	28.00	149.00	day	4,172.00
002 / 004		Slings	04/25/20 - 05/22/20	1.00	28.00	0.00		0.00
003 / 002		Filter Oil Baldwin	04/25/20	1.00	1.00	17.70	Sales	17.70
004 / 003		Filter, Baldwin	04/25/20	4.00	1.00	12.79	Sales	51.16
005 / 005		Filter Fuel Baldwin	04/25/20	2.00	1.00	19.70	Sales	39.40

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	4,280.26	0.00%	-

Rental Total	USD	4,172.00
Sales Total	USD	108.26
Sub-Total	USD	4,280.26
Tax Total	USD	0.00
Invoice Total	USD	4,280.26

All overdue payments shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law.



Remit PAYMENTS ONLY to Aggreko LLC P.O. Box 77012 Dallas, TX 75397-2562
For Proper Posting Include Invoice # on Check Stub
Major Credit Cards Accepted    

INVOICE

Page 1(1)

Customer No. US00008852

Customer PO No. 15679

Invoice No. 13554620

Agreement No. A615633

Contact Name Tim Smith

Date 06/30/20

Invoice To

Fieldwood Energy LLC
EDI: Coupa
2000 W Sam Houston Pkwy S Suite 1200
Houston
TX 77042-3623

Deliver To

Fieldwood Energy LLC
OFFSHORE: High Island 595D
Broussard Bro - ICY
New Iberia

Customer Tax ID#

Salesperson

Kyle Theriot

Payment Terms

Net 60

Due Date

08/29/20

Currency

US Dollars

Service Center

New Iberia

Line / Ref	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total

Offshore Location: HI-A595D								
Routing ID: 573031								
Lease #: 2721								
Recipient Name: Carlos Cerna								

	XBGH014	Diesel Generator 300kW						
001 / 006	Rental Charge		05/23/20 - 06/19/20	1.00	28.00	149.00	day	4,172.00
		Slings						
002 / 004	Rental Charge		05/23/20 - 06/19/20	1.00	28.00	0.00		0.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	4,172.00	0.00%	-

Rental Total	USD	4,172.00
Sales Total	USD	
Sub-Total	USD	4,172.00
Tax Total	USD	0.00
Invoice Total	USD	4,172.00

All overdue payments shall bear interest at the lesser of 18% per annum
or the highest amount otherwise allowed by law.



Remit PAYMENTS CINER to	Aggreko LLC P.O. Box 72602 Dallas, TX 75397-2562
For Proper Posting Include Invoice # on Check Stub	
Major Credit Cards Accepted	

Page 1(1)

INVOICE

Customer No. US00008852

Customer PO No. 26197

Invoice No. 13557294

Agreement No. A615633

Contact Name Tim Smith

Date 07/31/20

Invoice To

Fieldwood Energy LLC
EDI: Coupa
2000 W Sam Houston Pkwy S Suite 1200
Houston
TX 77042-3623

Deliver To

Fieldwood Energy LLC
OFFSHORE: High Island 595D
Broussard Bro - ICY
New Iberia

Customer Tax ID#

Payment Terms

Currency

Service Center

Net 60

US Dollars

New Iberia

Salesperson

Due Date

Kyle Theriot

09/29/20

Line / Ref	Unit No.	Description	Invoice Period Delivery Date	Qty	Qty/Per	Price	Rate	Total

Offshore Location: HI-A595D								
Routing ID: 573031								
Lease #: 2721								
Recipient Name: Carlos Cerna								

001 / 006	XBGH014	Diesel Generator 300kW	06/20/20 - 07/17/20	1.00	28.00	149.00	day	4,172.00
002 / 004	Slings		06/20/20 - 07/17/20	1.00	28.00	0.00		0.00

Jurisdiction	SalesTotal	Rate	Tax
Non Taxable	4,172.00	0.00%	-

Rental Total	USD	4,172.00
Sales Total	USD	
Sub-Total	USD	4,172.00
Tax Total	USD	0.00
Invoice Total	USD	4,172.00

All overdue payments shall bear interest at the lesser of 18% per annum or the highest amount otherwise allowed by law.



Proposal #: P-161878-1
Date: 27 Apr 2020

Fieldwood Energy
2000 W Sam Houston Pkwy S
Houston Texas 77042

Attn: Tim Smith
Tel: (337) 354-8038
Email: tim.smith@fwelc.com

Aggreko Rep: Kyle Theriot
Tel: (337) 241-9205
Email: kyle.theriot@aggreko.com

Dear Tim Smith,

Thank you for your interest in services provided by Aggreko, LLC. I am pleased to submit the following proposal, which confirms our pricing and support services. Aggreko, LLC is responsive around the clock to ensure your complete satisfaction.

Overview of Services:

Fieldwood - Tim Smith

HI 595D - Offshore

Technical LOE Rt ID# 573031
Lease- 2721

Ship to - Broussard Bro.- ICY

Sincerely,
Kyle Theriot

Aggreko, LLC
New Iberia USA
4713 W Admiral Doyle Drive
New Iberia, Louisiana 70560-0716
United States
Off: 1-800-AGGREKO (244-7356)
Fax: 1-800-853-6066



Proposal #: P-161878-1
Date: 27 Apr 2020

Expected Rental Start: 25 Apr 2020
Expected Rental End: 31 Jul 2020

Rental Duration: 98 Days

Recurring Charges: Rates Reflect Quantities

Qty	Description	Daily Rate
1	Diesel Generator 300 kW Frequency: 60 Hz; Offshore: Yes; Shift factor: Triple; Telemetry: No; Voltage @ 60Hz: 480V 3-phase @ 60 Hz	149.00
1	—Environmental Fee (Percentage/Per Billing Cycle) — 0%	0.00
1	Slings	0.00
	TOTAL	149.00

For additional information on how to reconcile your invoice with your proposal, refer to the Invoice Reconciliation section.

Variable Charges:

Description	Charge Method	Charge
Freight - Delivery (Cost Plus %/Per Transaction)	Per Transaction	10%
Freight - Return (Cost Plus %/Per Transaction)	Per Transaction	10%
Freight - Positioning (Cost Plus %/Per Transaction)	Per Transaction	10%
Freight - Wait Time (Cost Plus %/Per Transaction)	Per Transaction	10%
Labor - 24/7 Technician Support-Power (Fixed Rate/Per Hour)	Per Hour	Straight Time Rate : 96.00 Over Time Rate : 144.00 Double Time Rate : 192.00
Labor - Per Diem (Fixed Rate/Per Day)	Per Day	65.00
Labor - Travel (Fixed Rate/Per Mile)	Per Mile	1.50

Aggreko, LLC
New Iberia USA
4713 W Admiral Doyle Drive
New Iberia, Louisiana 70560-0716
United States
Off: 1-800-AGGREKO (244-7356)
Fax: 1-800-853-6066



Proposal #: P-161878-1
Date: 27 Apr 2020

CURRENCY - All prices included in this document are reflected in U.S. Dollar

INVOICE RECONCILIATION If actual Rental Duration differs from quoted Rental Duration, refer to the Agreement in place between Aggreko and your company for invoice calculation instructions.

For specific jobs directly supporting COVID-19:

- Aggreko personnel can provide services to "new" sites being constructed or existing sites being converted for use as COVID-19 patient assessment or treatment facilities.
- For purposes of Aggreko's on-site operations, the "Quarantined Area" shall be defined as the area within the exterior wall of the COVID-19 facility and any radius surrounding the facility that is designated as quarantined by the site authority.
- Once a site is operational with individuals known to be diagnosed with or exposed to COVID-19, no Aggreko personnel will be allowed inside the Quarantined Area.
- Aggreko's rental generators, HVAC equipment, fuel tanks, and electrical distribution panels ("Equipment") must be located outside of the Quarantined Area at least 20 feet from the facility; however, Equipment and associated duct and accessories used to create "negative pressure" air that is required to be closer to the facility shall be considered part of the Quarantined Area.
- Aggreko shall not be responsible for fuel, delivery, and servicing of its Equipment if the customer cannot ensure the Equipment is located outside of the Quarantined Area.
- Customer must provide written clarification identifying Quarantined Areas and other areas that require PPE per OSHA, WHO and CDC guidelines.
- Customer or Customer's client is exclusively responsible for maintenance and repair of all Aggreko electrical connections (resetting GFCI circuits), overhead ducts for air distribution, air ducts connected to the structure, and all other similar accessories located inside of the Quarantine Area.
- Aggreko's Equipment and accessories are not "Hospital Grade" electrical equipment.
- If utility electrical power cannot be provided for the operation of Aggreko's Equipment, Aggreko requires that the Customer rent 100% generator redundancy for applications where Covid-19 patients are being treated.
- Customer must inform Aggreko if it has reason to believe the Equipment and/or Aggreko employees have been exposed to COVID-19. Customer shall bear the expense of decontaminating and remediating the Equipment by either hiring a qualified third party to disinfect the equipment or allowing at least 72 to elapse for the COVID-19 virus to die.
- The Customer shall be liable to Aggreko for continued rental charges through completion of decontamination and remediation for any Equipment believed to have been exposed to COVID-19.
- If any Equipment is quarantined or otherwise not made available for return to Aggreko at the end of the rental or during any period of suspension of the rental, rental charges shall continue to accrue until returned to Aggreko.

For specific COVID-19 jobs requiring "negative pressure" air for Airborne Infection Isolation Room ("AIIR") applications:

- Aggreko's Equipment is being rented solely for purposes of providing air for a negative air pressure environment within the AIIR. Aggreko makes no representation concerning the filtration level of air emanating from its Equipment, nor does Aggreko warrant or guarantee the quality of air flowing into the AIIR.
- The building or temporary structure in which the AIIR is located shall be capable of providing sufficient vent spacing at recommended locations in accordance with local, state and federal regulations governing the venting of contaminated air into the atmosphere.
- Aggreko shall not be responsible for changes in air pressure within the AIIR caused by health care providers or other third parties entering and exiting the AIIR in a manner not in accordance with CDC recommendations.
- All Generators, Fuel Tanks, and Temperature Control equipment utilizing 100% fresh air must be placed at least 20 feet from any Quarantined Area, except that Equipment with wheels that can be rolled can be placed inside the Quarantined Area.
- Air exhaust must be located (i) at least 25 feet from air intake or Equipment supplying air to the structure and (ii) in an area where the general public is not allowed, in a manner that prevents recirculation of exhaust air back into the structure.
- Customer is responsible for ensuring that all Temperature Control equipment will be staged in areas that can accommodate and may only utilize 100% fresh air (HVAC cooling; example - air conditioners and air handlers, etc.) and may not utilize any return air from any location believed to be a Quarantined Area.
- Customer shall be solely responsible for monitoring the efficacy of HEPA filters and replacing filters when required or in accordance with manufacturer's recommendations.
- Customer shall be solely responsible for monitoring the supply and exhaust rates of air entering and exiting the AIIR, and the pressure in the AIIR in accordance with CDC guidelines.
- After installation and commissioning of the Equipment, Customer shall be solely responsible for operating, maintaining, servicing, and, if necessary, repairing or replacing the Equipment.
- Notwithstanding the existence of a current Master Service Agreement ("MSA") or other blanket terms between Aggreko and Customer, Customer shall be required to agree to and sign this Proposal, and these supplemental terms contained herein shall specifically govern the rental of Aggreko's Equipment for this project over any contradictory terms contained in the MSA or blanket terms.

For other jobs or rental requests during COVID-19:

- The customer will be responsible for the minimum rental period and all costs incurred prior to termination of the rental.

COLD WEATHER PROVISION Cold Weather Provision (Low Temperatures between 40° F and -40° C) Any fuel provided by the customer must be temperature appropriate by using anti-gel fuel additives and/or #1 Diesel fuel. The customer must supply appropriate power to energize cold weather accessories, such as (and not limited to) electric block heaters, trickle chargers, heat tracers and battery heaters. In the event that the customer cannot provide power for the winterization components, Aggreko can provide the power source for an additional fee. Snow removal may be required by the customer to ensure equipment and accessory operation, maintenance and repair. All cold weather issues (undercharged battery, fuel gelling, etc.) that require Aggreko Service Technicians to make repairs, will be billed at the standard labor rates outlined in this proposal. Aggreko offers fuel management services for customers who choose to limit their fuel-related responsibilities. Please contact an Aggreko sales and/or technical representative for more information.

EQUIPMENT GROUNDING In all cases where the customer is connecting and operating the equipment, all electrical power producing and/or power consuming machines must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of customer to verify compliance. The location where grounding rods are to be installed should be properly marked for location of underground utilities and other hazards prior to grounding. Customer acknowledges Aggreko is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, Aggreko does not assume any liability for incorrect or ineffective grounding and customer expressly releases and shall indemnify Aggreko from any liability related thereto, regardless of the party that performs this service.

EQUIPMENT MAINTENANCE AND SERVICE It is the customer's responsibility to maintain and service equipment during the project term, although, equipment servicing can be performed by Aggreko at an additional charge.

- If the customer elects to service the equipment, proof of service must be provided to Aggreko upon request. Daily inspections of the equipment are also the responsibility of the customer. These checks should also be carried out prior to starting the equipment. The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment.

EQUIPMENT MAINTENANCE AND SERVICE All of Aggreko's diesel generators must be serviced every 600 hours.

FILTERS Filters may be required for service and/or maintenance during the duration of the rental.

FREIGHT Charges to deliver and pick up equipment to your site will apply if arranged by Aggreko. Delivery/Pickup standby time may be charged in the event of customer-caused delays. If prepositioning of equipment is required, additional freight charges will apply.

Aggreko, LLC
New Iberia USA
4713 W Admiral Doyle Drive
New Iberia, Louisiana 70560-0716
United States
Off: 1-800-AGGREKO (244-7356)
Fax: 1-800-853-6066



Proposal #: P-161878-1
Date: 27 Apr 2020

FUEL AND FLUIDS Aggreko's fleet of diesel engines operates on #2 diesel fuel. Due to federal regulatory requirements, equipment with Tier 4 Final diesel engines use a special additive known as Diesel Exhaust Fluid (DEF). If DEF levels fall below a certain threshold, the unit will stop working. The customer is responsible for regularly monitoring DEF levels and providing additional DEF as needed. DEF is generally available from local fuel and lubricant providers. All diesel-powered equipment will be returned with the same amount of fuel and DEF as delivered or the customer will be subject to refueling and refilling charges. Delivery charges for standard on-site fueling and filling may apply. Fuel and fluid rates may be adjusted during the rental based on fluctuations in market pricing.

LABOR Customer induced service calls, drive time to and from sites and any chargeable labor will be charged at quoted rates. If an overnight stay is required, lodging and per diem expense will be charged.

IMPORTANT CUSTOMER INFORMATION This proprietary document has been created for Fieldwood Energy, Tim Smith, it is therefore acknowledged and agreed to honor our proprietary right to the contents of this proposal and therefore not share the ideas or concepts within.

- All proposals are valid for 30 days and contingent on availability. Acceptance must be provided in writing prior to the end of the valid period

INVOICE INTERVAL All monthly pricing based on a 28 Days billing cycle.

PAYMENT TERMS Payments shall be made N30 from date of invoice. However, notwithstanding any provision in Master Services Contract to the contrary, Aggreko reserves the right to change payment terms based on changes in Customer's financial condition or Customer's non-compliance with the stated net payment terms during the rental.

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES Customer responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Aggreko for any fines paid on Customer's behalf and regardless of the party to which the citation is issued

- State and local taxes apply. TAX is NOT included on any Aggreko proposal. A tax exemption certificate is required for those applicable.
- Any and all required union labor
- All lifting/off-loading of equipment (if applicable)
- Customer assumes all responsibility and liability for any modifications or damage to foundations, landscaping and structures, permanent or temporary, that are required for the installation, use or decommissioning of Aggreko's equipment and accessories, including any supervision, restoration and any resulting injuries.
- Pre-Delivery Cancellation Fees: If Customer cancels this rental after Aggreko and/or its freight supplier have commenced mobilization but before delivery of the equipment, Customer shall be responsible for paying Aggreko the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an Emergency Opening Fee.

COVID-19 PANDEMIC DISCLAIMER: The Parties acknowledge that it is not possible to evaluate or forecast with certainty, the evolving operational, logistical and other challenges caused by the COVID-19 Pandemic that have the potential to impact this contract - including those relating to the health and safety of all concerned, supply lines, continued restrictions on travel to name a few. Consequently, Aggreko shall use commercially reasonable efforts to meet the specified timelines and other obligations taking into account regulatory restrictions, as well as guidance from the WHO and CDC, but cannot guarantee them and will not be liable, or in breach of contract or otherwise, for delays or non-performance, beyond its reasonable control, attributable to the ongoing COVID-19 Pandemic.

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES Insurance covering damage to or replacement of Aggreko's equipment.

- All services provided by Aggreko are subject to the agreement currently in place between Aggreko and Fieldwood Energy LLC: Master Services Contract dated 1/1/2014. In the event terms are identified herein that are not addressed in the agreement, those additional terms shall be deemed incorporated into the agreement for purposes of this rental.

TO PLACE AN ORDER

1. Complete, sign, and return the following proposal acceptance page.
2. If referencing a purchase order, please provide hard copy.
3. If tax exempt, please provide a copy of your tax exemption certificate. Once received, it will remain on file for four years for future business. You will be charged applicable tax if the certificate is not received prior to order acceptance.
4. Provide a valid certificate of insurance, which can be obtained from your insurance provider.

TO TERMINATE RENTAL

1. Call 800-Aggreko (800-244-7356). Aggreko requires a minimum of a 24-hour notice for arranging the decommissioning and return freight. Off hire notifications received after 5pm will be acknowledged the following day.
2. Provide the Rental Agreement Number, a Purchase Order Number, or the Equipment Unit Number. Additionally please provide items to be collected, job location, pickup date/time, site contact person name/phone number, and decommission requirements (including technician, de-fueling, crane/forklift, and confirmation of freight carrier arrival time for return delivery).
3. You will receive a confirmation email within 24hrs to acknowledge your request. If you do not receive this confirmation, please contact your Aggreko Representative. A rental will not be deemed terminated without proof of termination, as set forth above.

Aggreko, LLC
New Iberia USA
4713 W Admiral Doyle Drive
New Iberia, Louisiana 70560-0716
United States
Off: 1-800-AGGREKO (244-7356)
Fax: 1-800-853-6066



Proposal #: P-161878-1
Date: 27 Apr 2020

Proposal Acceptance **Tim Smith at Fieldwood Energy**

To accept Proposal, please complete, sign and return this page:

E-mail: orders@aggreko.com or Fax: 1-800-853-6066

Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

Proposal #: P-161878-1

PLACE ORDER

Equipment delivery must be secured with either an approved purchase order or an authorized credit card. Use of a purchase order is contingent upon Aggreko credit approval. If a purchase order is not received prior to the end of the first billing cycle, the billable amount will be charged to the credit card. If credit cannot be established prior to order shipment, advance payment will be required.

☐ Purchase Order Hard Copy

Purchase Order #: _____

☐ Purchase Order is NOT required for payment.

U.S. Dollar Amount: _____

☐ Credit Card

If placing an order with a Credit Card, please provide exact name on credit card and credit card holder phone number. To ensure secure processing of all credit card transactions, an Aggreko representative will contact you for payment processing.

Exact Name on Credit Card _____

Credit Card Holder Phone # _____

Customer is deemed to have authorized, in advance, payment in full of all amounts as they become due and payable hereunder by charge to the above referenced credit card upon the issuance of a written invoice (without the need for additional signature or written authorization) as Customer's primary and preferred method of payment; provided, however, if Customer issues payment by check in lieu of payment by credit card for any particular invoice referenced on the check, then credit card charges shall be reversed after any such check has cleared. Customer acknowledges that since this proposal may not reflect the actual cost of services to be determined after the commencement of the work. (i.e., freight, fuel, labor, additional rental term, etc.) any amount so stated shall not be deemed a restriction on Aggreko's right to charge Customer's credit card for continued obligations identified in this Proposal, which subsequent charges are expressly authorized herein.

BILLING INFORMATION

Customer Billing Name: Fieldwood Energy

Receive invoices via email: ☐ Yes ☐ No

A/P E-mail: _____

A/P Contact: _____

A/P Telephone: _____

Billing Address: _____

Tax Exempt: ☐ Yes ☐ No If claiming tax exemption for this order, a valid Sales Tax Exemption Certificate must be provided.

Certificate of Liability Insurance must be provided with Aggreko listed as additional insured.

SITE INFORMATION

Site Address: _____

Site Contact: _____

Site Telephone: _____

Delivery Method: ☐ Aggreko Delivery ☐ Customer Pick-Up

Delivery Date: ____/____/____

Delivery Time: _____

Aggreko Technician Required? ☐ Yes ☐ No

By signing this Acceptance, I certify that I am authorized to enter into this agreement on behalf of Lessee. I also certify that such acceptance or delivery of Aggreko's rental equipment shall be deemed an acceptance of the existing MSA between the parties, if applicable, and, if not, then subject to Aggreko's North American Rental Agreement Terms and Conditions available at <https://www.aggreko.com/en-us/terms-of-business>, to which I acknowledge I have access and are incorporated herein by reference.

Signature _____

Name _____

Date _____

Aggreko, LLC
 New Iberia USA
 4713 W Admiral Doyle Drive
 New Iberia, Louisiana 70560-0716
 United States
 Off: 1-800-AGGREKO (244-7356)
 Fax: 1-800-853-6066



161878

Home

161878

Fieldwood_300k...



Details

Q-161878

Fieldwood Energy

Outbound Email ...



Outbound Email Message

[Attachme](#)

Email Message Detail

Delete

Information

Related To [Fieldwood_300kW_HI595D](#)
Message Date 4/27/2020 9:06 AM
Created By [Kyle Theriot](#), 4/27/2020 9:06 AM

Address Information

From Address kyle.theriot@aggreko.com
From Name Kyle Theriot
To Address tim.smith@fwelc.com
CC Address
BCC Address kyle.theriot@aggreko.com

Message Content

Subject [Fieldwood_300kW_HI595D](#)

Text Body

Thank you for your interest in Aggreko. Enclosed please find the proposal for your project. If the proposal meets your approval and for Aggreko to properly execute your order, please provide the following:

Appropriate documentation includes:

- Completed Proposal Acceptance page, with authorized signature
- Hard copy of Purchase Order
- Valid Sales Tax Exemption Certificate, if applicable

All services provided by Aggreko are subject to "Aggreko North America Rental Agreement" reference. You acknowledge access thereto and accept same as if fully incorporated herein.

Thank you for allowing Aggreko to serve you. We look forward to developing a partnership with you.

Kyle Theriot | Business Development | North America – Gulf Area
Aggreko - Americas | 4713 W. Admiral Doyle Dr., New Iberia, LA 70560
T: +337.560.8198 | M: +337.241.9205